

Executed in 7 Counterparts of  
which this is Counterpart No. 4

RECORDATION NO. \_\_\_\_\_

FILED & NOTARIAL

SUPPLEMENTAL AGREEMENT

MAR 4 1974 -1 00 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of January 4, 1974, by  
and between

BURLINGTON NORTHERN INC., a corporation of the  
State of Delaware, hereinafter called Railroad, party of the  
first part; and

THE CHASE MANHATTAN BANK (National Association),  
a national banking association organized and existing under  
the laws of the United States of America,

W I T N E S S E T H: That

WHEREAS, Pullman Incorporated (Pullman-Standard  
Division) and Railroad entered into a Conditional Sale  
Agreement dated as of April 1, 1970, as amended (hereinafter  
called Conditional Sale Agreement) pursuant to which Builder  
sold and delivered to Railroad and Railroad purchased from  
Builder certain railroad equipment (hereinafter called  
Equipment) therein described, which said Conditional Sale  
Agreement was assigned by Builder to Assignee by Agreement  
and Assignment dated as of April 1, 1970, as amended (here-  
inafter called Assignment); and

WHEREAS, in Article 8 of the Conditional Sale  
Agreement, it is provided that in the event any unit of the  
Equipment shall have suffered a Casualty Occurrence and the  
Railroad shall have paid to the Assignee the value of the  
unit as provided for therein, then upon the filing with  
the Assignee of the appropriate documents, any moneys paid  
to the Assignee pursuant to said Article 8 may be applied  
to or toward the cost of a replacing unit of standard gauge  
railroad equipment (other than work or passenger equipment)  
first put into service no earlier than April 1, 1970; and

WHEREAS, the Railroad, in compliance with the  
aforesaid requirements of Article 8 of the Conditional Sale  
Agreement, now proposes to cause title to two (2) airslide  
covered hopper cars bearing Railroad's Road Nos. BN 410239  
and 410240 (hereinafter called Additional Equipment), to be  
vested in the Assignee, free and clear of all liens and  
encumbrances subject to the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises,  
it is agreed between Railroad and Assignee:

That Assignee (as "Vendor" pursuant to Article 26

of the Conditional Sale Agreement) hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Article 8 of Conditional Sale Agreement, as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Conditional Sale Agreement as though part of the original Equipment thereunder, free and clear of all liens and encumbrances.

This Supplemental Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

BURLINGTON NORTHERN INC.

(SEAL)

By Frank H. Capron  
Vice President

ATTEST:

A. J. Steinhilber  
Assistant Secretary

THE CHASE MANHATTAN BANK  
(National Association)

(SEAL)

By M. J. Magliabue  
SECOND Vice President


ATTEST:

A. J. Heindelmann  
Assistant Secretary

STATE OF NEW YORK     )  
                              ) SS  
COUNTY OF NEW YORK    )

On this 22nd day of February , 1974, before me personally appeared H. W. Tagliabue , to me personally known, who, being by me duly sworn, says that he is a <sup>SECOND</sup> Vice President of THE CHASE MANHATTAN BANK (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
ISABELLE B. SHAW  
NOTARY PUBLIC, State of New York  
No. 43-080730  
County of New York  
Certificate Filed with New York Co. Clerk  
Commission Expires March 30, 1975

STATE OF MINNESOTA     )  
                                      )   SS  
COUNTY OF RAMSEY     )

On this 8<sup>th</sup> day of February, 1974, before me personally appeared Frank H. Coyne, to me personally known, who, being by me duly sworn says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Richard J. Wulfe*

(NOTARIAL SEAL)

